

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants:

Watson et al.

Assignee:

ZiLOG, Inc.

Title:

"Method and System for Dynamically Managing Wireless

Communications System Protocols"

Serial No.:

10/826,785

Filed: April 16, 2004

Examiner:

Dalzid E. Singh

Group Art Unit: 2633

Atty. Doc. No.: ZIL-308-1C

COMMISSIONER FOR PATENTS P.O. Box 1450 Alexandria, VA 22313-1450

REVOCATION OF POWER OF ATTORNEY AND APPOINTMENT OF NEW ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS

I, Perry J. Grace, Chief Financial Officer and Vice President of Finance of ZiLOG, Inc., the assignee of the entire right, title and interest in the above-referenced patent application, hereby revoke all previous powers of attorney in the above-identified patent application, and hereby appoint the practitioners with the

customer number 47,713

to transact all business in the United States Patent and Trademark Office connected with the above-identified patent application.

Please change the correspondence address and fee address for the above-identified patent application and direct all correspondence to the address associated with customer number 47,713, which is:

Applicants: Watson et al. Serial No.: 10/826,785 Docket No.: ZIL-308-1C





Assignee's signature:

Name: Title: Perry J. Grace

Chief Financial Officer and Vice President of Finance

Date:

Assignee: ZiLOG, Inc.

The enclosed 37 CFR 3.73(b) Statement states that ZiLOG, Inc., is the assignee of the entire right, title and interest in the above-identified patent application. Also, please change the attorney docket number for the above-identified application and use the following <u>new attorney docket number</u> on all correspondence:

ZIL-308-1C

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on

eptember 27, 2005

Darien K. Wallace

() . A

Signature

Date of Signatur

Respectfully submitted,

min X. Wallace

Darien K. Wallace Attorney for Applicants

Reg. No. 53,736

Customer No. 47,713

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants:

Watson et al.

Assignee:

ZiLOG, Inc.

Title:

"Method and System for Dynamically Managing Wireless

Communications System Protocols"

Serial No.:

10/826,785

Filed: April 16, 2004

Examiner:

Dalzid E. Singh

Group Art Unit: 2633

Atty. Doc. No.: ZIL-308-1C

Mail Stop Amendment COMMISSIONER FOR PATENTS P.O. Box 1450 Alexandria, CA 22313-1450

37 CFR 3.73(b) STATEMENT

The assignee, ZiLOG, Inc., a corporation of the State of Delaware, states that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of:

- 1. A recorded assignment in the parent case, application 09/207,694, dated October 27, 1998, from the inventors (T. Allan Hamilton, Michael Watson, Sam Gabela and Ray Chock) to Calibre, Inc., a copy of which is attached as Attachment A (7 pages). The assignment was recorded on December 8, 1998, at reel/frame 9641/0902.
- 2. A recorded assignment dated July 27, 2000, from Calibre, Inc. to ZiLOG, Inc., a copy of which is attached as Attachment B (13 pages). The assignment was recorded on April 4, 2001, at reel/frame 011743/0946.

The undersigned is authorized to act on behalf of the assignee by virtue of the power of attorney attached as Attachment C (1 page) and signs on behalf of Appellants: Watson et al. Serial No.: 10/826,785 Filing Date: April 16, 2004 Docket No.: ZIL-308-1C

the assignee this 27th day of September 2005.

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail in an envelope addressed to: Mail Stop Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Darien K. Wallace

Date of Deposit: September 27, 2005

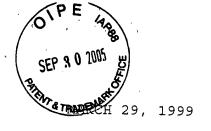
Respectfully submitted,

Darien K. Wallace

Attorney for Applicant

Reg. No. 53,736

Customer No. 47,713





Attachment A pag 3.73-Statement pag

UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS Washington, D.C. 20231

PTAS

STEINS & ASSOCIATES KARL M. STEINS 2333 CAM. DEL RIO S. SUITE #120 SAN DIEGO, CA 92108



UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/08/1998

REEL/FRAME: 9641/0902

NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

HAMILTON, T. ALLAN

DOC DATE: 10/27/1998

ASSIGNOR:

WATSON, MICHAEL

DOC DATE: 10/27/1998

ASSIGNOR:

GEBALA, SAM

DOC DATE: 10/27/1998

ASSIGNOR:

CHOCK, RAY

DOC DATE: 10/27/1998

ASSIGNEE:

CALIBRE, INC. 1762 TECHNOLOGY DR. SAN JOSE, CALIFORNIA 95110

SERIAL NUMBER: 09207694

PATENT NUMBER:

FILING DATE: 12/08/1998

ISSUE DATE:

9641/0902 PAGE 2

TARA WASHINGTON, EXAMINER ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

ORDATION FORM COVER SHE FORM PTO-1595 (Rev. 6-93) SEP 3 0 2005 PATENTS ONLY OMB No. 0651-0011 (exp. 4/94) Tab settings ⇒ ⇨ To the honorable Contrissioner of Pients and Trademarks: Please record the attached original documents or copy thereor. 2. Name and address of receiving party(ies) 1. Name of conveying party(ies): T. Allan Hamilton; Michael Watson; Name: Calibre, Inc. Sam Gebala; Ray Chock Internal Address: Additional name(s) of conveying party(ies) attached? Yes No 3. nature of conveyance: Street Address: 1762 Technology Dr. X Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name city: San Jose State: CA ZIP95110 Other___ Execution Date: 10/27/98 Additional name(s) & address(es) attached?□Yes ZNo 4. Application number(s) or patent number(s): Steins & Assoc. Docket #CLB9-B95 If this document is being filed together with a new application, the execution date of the application is: 10/27/98A. Patent Application No. (s) B. Patent No.(s) Additional numbers attached? □ Yes □ No 6. Total number of applications and patents involved: 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Steins & Associates 40,00 7. Total fee (37 CFR 3.41)\$_ Internal Address: X Enclosed Authorized to be charged to deposit account Street Address: 2333 Cam. del Rio S. 8. Deposit account number: Suite #120 city: San Diego State: CA ZIP: 92108 (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is true copy of the original document. 12/8/98 Karl M. Steins, 40 Name of person Signing Signature Toatl number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks Box Assignments

Attachment A 3.73 Statement

In the United States Patent and Trademark Office

Applicant: Calibre, Inc.

Title: "Method and System for Dynamically Managing Wireless Communications System

Protocol'5

Docket No.

CLB9-B95

Assignment by Single Inventor

WHEREAS, the undersigned, hereinafter referred to as Assignor, has invented Method and System for Dynamically Managing Wireless Communications System Protocol, for which Assignor has/is made/making application for U.S. Letters Patent; and

WHEREAS, <u>Calibre</u>, <u>Inc.</u>, a California Corporation, having a place of business at <u>1762</u> <u>Technology Drive Suite 226 San Jose, CA 95110-1308</u>, hereinafter referred to as Assignee, is desirous of acquiring an interest therein:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee, its successors in interest, the full and exclusive right in the United States of America and all foreign countries to the said invention as described in the specification executed by Assignor preparatory to obtaining Letters Patent of the United States therefor, said invention and all applications for Letters Patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full extensions thereof as fully and entirely as teh same would have been held by Assignor had this assignment and sale not been made, and Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of application for Letters Patent of the United States of America and all foreign countries on, for litigation regarding, or for the purpose of protecting title to the said invention or Letters Patent therefor for the benefit of Assignee without further or other compensation than that above set forth, and Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee.

Octa7, 1998

Date

T. Allan Hamilton

1762 Technology Drive

Suite 226

San Jose, CA 95110-1308

(408) 573-3892, (408) 573-

3899 fax

In the United States Patent and Trademark Office

Applicant: Calibre, Inc.

Title: "Method and System for Dynamically Managing Wireless Communications System

i)

Protoco#

Docket No. CLB9-B95

Assignment by Single Inventor

WHEREAS, the undersigned, hereinafter referred to as Assignor, has invented Method and System for Dynamically Managing Wireless Communications System Protocol, for which Assignor has/is made/making application for U.S. Letters Patent; and

WHEREAS, Calibre, Inc., a California Corporation, having a place of business at 1762 Technology Drive Suite 226 San Jose, CA 95110-1308, hereinafter referred to as Assignee, is desirous of acquiring an interest therein:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee, its successors in interest, the full and exclusive right in the United States of America and all foreign countries to the said invention as described in the specification executed by Assignor preparatory to obtaining Letters Patent of the United States therefor, said invention and all applications for Letters Patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full extensions thereof as fully and entirely as teh same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of application for Letters Patent of the United States of America and all foreign countries on, for litigation regarding, or for the purpose of protecting title to the said invention or Letters Patent therefor for the benefit of Assignee without further or other compensation than that above set forth; and Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee.

10-27-98 Date

Michael R. Watson

1762 Technology Drive

Suite 226

San Jose, CA 95110-1308

(408) 573-3892, (408) 573-

3899 fax

In the Inited States Patent and Trademark Office

Applicant: Calibre, Inc.

Title: "Method and System for Dynamically Managing Wireless Communications System

Protocols V

Docket No. CLB9-B95

Assignment by Single Inventor

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WHEREAS, Calibre, Inc., a California Corporation, having a place of business at 1762 Technology Drive Suite 226 San Jose, CA 95110-1308, hereinafter referred to as Assignee, is desirous of acquiring an interest therein:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee, its successors in interest, the full and exclusive right in the United States of America and all foreign countries to the said invention as described in the specification executed by Assignor preparatory to obtaining Letters Patent of the United States therefor, said invention and all applications for Letters Patent and all Letters Patent therefor to be held and enjoyed by Assignee to the full extensions thereof as fully and entirely as teh same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of application for Letters Patent of the United States of America and all foreign countries on, for litigation regarding, or for the purpose of protecting title to the said invention or Letters Patent therefor for the benefit of Assignee without further or other compensation than that above set forth; and Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States of America to Assignee.

12/1/199

Sam Gebala 1762 Technology Drive Suite 226 San Jose, CA 95110-1308 (408) 573-3892, (408) 573-3899 fax

In the United States Patent and Trademark Office

Applicant: Calibre, Inc.

Title: "Method and System for Dynamically Managing Wireless Communications System

Protocol*

Docket No. CLB9-B95

Assignment by Single Inventor

WHEREAS, the undersigned, hereinafter referred to as Assignor, has invented Method and System for Dynamically Managing Wireless Communications System Protocol, for which Assignor is making application for U.S. Letters Patent; and

WHEREAS, Calibre, Inc., a California Corporation, having a place of business at 1762 Technology Drive Suite 226 San Jose, CA 95110-1308, hereinafter referred to as Assignee, is desirous of acquiring an interest therein:

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1762 Technology Drive

Suite 226

San Jose, CA 95110-1308 (408) 573-3892, (408) 573-

3899 fax





UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office

ASSISTANT SEC ARY AND COMMISSIONER OF PATENTS AND TRADEMARKS

Washington, D.C. 20231
Attachnest 8

JULY 16, 2001

STEINS & ASSOCIATES, KARL M. STEINS 2333 CAMINO DEL RIO SOUTH SUITE 120 SAN DIEGO, CA 92108

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/04/2001

REEL/FRAME: 011743/0946

NUMBER OF PAGES: 10

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

CALIBRE, INC.

DOC DATE: 07/30/2000

ASSIGNEE:

ZILOG, INC.

910 EAST HAMILTON AVENUE

SUITE 110

CAMPBELL, CALIFORNIA 95008

SERIAL NUMBER: 09113036

FILING DATE: 07/09/1998

ISSUE DATE:

SERIAL NUMBER: 09131824

FILING DATE: 08/10/1998

PATENT NUMBER:

PATENT NUMBER:

ISSUE DATE:

SERIAL NUMBER: 09143150

SERIAL NUMBER: 09285608

FILING DATE: 08/28/1998

ISSUE DATE:

PATENT NUMBER:

FILING DATE: 04/02/1999

PATENT NUMBER:

ISSUE DATE:

Attachment B page 2 3.73 Statement page 2

011743/0946 PAGE 2

SERIAL NUMBER: 09131825

PATENT NUMBER:

SERIAL NUMBER: 09212203

PATENT NUMBER:

SERIAL NUMBER: 09128219

PATENT NUMBER:

SERIAL NUMBER: 09143154

PATENT NUMBER: 6070956

SERIAL NUMBER: 09175923

PATENT NUMBER:

SERIAL NUMBER: 09207694

PATENT NUMBER:

SERIAL NUMBER: 09654858

PATENT NUMBER:

SERIAL NUMBER: 09567667

PATENT NUMBER:

SERIAL NUMBER: 09560224

PATENT NUMBER:

SERIAL NUMBER: 09567665

PATENT NUMBER:

SERIAL NUMBER:

PATENT NUMBER:

PCT NUMBER: US9917639

SERIAL NUMBER:

PATENT NUMBER:

PCT NUMBER: US9919368

SERIAL NUMBER:

PATENT NUMBER:

PCT NUMBER: US9918057

SERIAL NUMBER:

PATENT NUMBER:

PCT NUMBER: US0004296

SERIAL NUMBER: PATENT NUMBER:

PCT NUMBER: US9918703

SERIAL NUMBER:

PATENT NUMBER:

PCT NUMBER: US0004295

FILING DATE: 08/10/1998

ISSUE DATE:

FILING DATE: 12/15/1998

ISSUE DATE:

FILING DATE: 08/03/1998

ISSUE DATE:

FILING DATE: 08/28/1998

ISSUE DATE: 06/06/2000

FILING DATE: 10/20/1998

ISSUE DATE:

FILING DATE: 12/08/1998

ISSUE DATE:

FILING DATE: 09/05/2000

ISSUE DATE:

FILING DATE: 05/09/2000

ISSUE DATE:

FILING DATE: 04/28/2000

ISSUE DATE:

FILING DATE: 05/09/2000

ISSUE DATE:

FILING DATE:

ISSUE DATE:

011743/0946 PAGE 3

Attachment B 3.73 Statement page 3

KIMBERLY WHITE, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

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Expires 06/30/99 OMB 0651-0027 SEP 3 0 2005	3.23 Statement U.S. Department of Commerce Patent and Trademark Office PATENT 1700694
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Corrective Document Reel # Frame #	U.S. Government (For Use ONLY by U.S. Government Agencies) Departmental File Secret File Mark if additional names of conveying parties attached Execution Date
Name (line 1) Calibre, Inc. Name (line 2) Second Party Name (line 1)	Month Day Year 07302000 Execution Date Month Day Year
Name (line 2) Receiving Party Name (line 1) ZiLog, Inc.	Mark if additional names of receiving parties attached
Name (line 2) Address (line 1) 910 East Hamilton Avenue	is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached.
Address (line 2) Suite 110 Address (line 3) Campbell	(Designation must be a separate document from Assignment.) CA 95008
Domestic Representative Name and Address Name Karl M. Steins, Reg. No. 40,186	State/Country Zip Code Enter for the first Receiving Party only.
Address (line 1) Steins & Associates, P.C. Address (line 2) 2333 Camino del Rio South	
Address (line 4) San Diego, CA 92108	
<u> </u>	E USE ONLY

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Attachment 8 3.73 Statement

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U.S. Department of Commerce

Expires 06/30/99 OMB 0651-0027	······································	Page 2	Patent and Trademark Office PATENT	
Correspondent Name and Address Area Code and Telephone Number (619) 692-2004				
Name Karl	M. Steins, Reg. No. 4	0,186		
Address (line 1) Stei	ns & Associates, P.C.			
Address (line 2) 233	3 Camino del Rio Sou	th .		
Address (line 3) Suit	e 120			
Address (line 4) San	Diego, CA 92108			
_	er the total number of pa luding any attachments.	ges of the attached conveyance	document # 8	
Application Num	ber(s) or Patent Nun	nber(s)	Mark if additional numbers attached	
Enter either the Pate	nt Application Number or the P	atent Number (DO NOT ENTER BOTH n	umbers for the same property).	
Patent A	pplication Number(s)	I I men man man	Patent Number(s)	
09113036	09285608 091	28219		
09131824	09131825 091	43154		
09143150	09212203 091	75923		
If this document is being signed by the first name		nt Application, enter the date the patent a	pplication was Month Day Year	
Patent Cooperati	on Treaty (PCT)	Per [U00047000] Per [U	00040057	
	application number		S9918057 PCT US9918703	
	I.S. Application Number een assigned.	PCT US9919368 PCT U	S0004296 PCT US0004295	
Number of Prope	erties Enter the tot	al number of properties involved	ı. # 20	
Fee Amount	Fee Amount f	or Properties Listed (37 CFR 3.4	41): \$ 800.00	
Method of Pay Deposit Acco	_,,0,0	sed 🔽 Deposit Account 🗌	_ ·	
(Enter for paymer		ional fees can be charged to the account. eposit Account Number:	#	
	A	uthorization to charge additional fee	es: Yes No No	
Statement and Si	gnature			
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.				
Karl M. Steins, Reg. No. 40,186				
Name of Per	son Signing	Signature	Date	

300 - 1.12 / C

Attachment 8 rge 6

	3.73 Statement P
FORM PTO-16190 Expires 06/30/99 OMB 0651-0027 SEP 3 0 2005 PATENTS ONLY	
Conveying Party(ies PADEMARK Mark if additional names of conveying	
Enter additional Conveying Parties	ing parties attached Execution Date Month Day Year
Name (line 1)	
Name (line 2)	
Name (line 1)	Execution Date Month Day Year
Name (line 2)	
Name (line 1)	Execution Date Month Day Year
Name (line 2)	
Receiving Party(ies)	es of receiving parties attached
Enter additional Receiving Party(ies)	es of receiving parties attached
Name (line 1)	If document to be recorded
Name (line 2)	is an assignment and the receiving party is not domiciled in the United States, an appointment
Address (line 1)	of a domestic representative is attached. (Designation must be a separate
Address (line 2)	document from Assignment.)
Address (line 3) City State/Country	Zip Code
Name (line 1)	If document to be recorded
Name (line 2)	is an assignment and the receiving party is not domiciled in the United
Address (line 1)	States, an appointment of a domestic representative is attached. (Designation must
Address (line 2)	be a separate document from Assignment.)
Address (line 3) City State/Country	Zip Code
Application Number(s) or Patent Number(s) Mark if additional r	
Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH	numbers for the same property).
Patent Application Number(s)	Patent Number(s)
09207694	
09654858 09560224	

Attachment B page 7 3.73 Statement page 7

PATENT ASSIGNMENT

THIS ASSIGNMENT is made and entered into effective as of the 27th day of July, 2000 (the "Effective Date") by and between Calibre, Inc., a California corporation (hereinafter referred to as "Assignor"), having its principal place of business at 1762 Technology Drive, Suite 226, San Jose, California 95110-1308, and ZiLOG, Inc., a Delaware corporation (hereinafter referred to as "Assignee"), having its principal place of business at 910 E. Hamilton Ave., Suite 110, Campbell, CA 95008, and is made with reference to the following facts and objectives:

RECITALS

- A. Assignor is the owner of the entire and exclusive right, title and interest in, to and under certain patents and/or patent applications and the respective inventions described and claimed therein, as set forth in Exhibit "A" attached hereto;
- B. Assignee desires to acquire the entire and exclusive right, title and interest in, to and under such patent rights.

NOW, THEREFORE, the parties hereto hereby agree as follows:

- 1. <u>Definitions</u>: For purposes of this Assignment, the following terms shall have the following meanings:
 - a. <u>U.S. Patents and Applications</u>: The term "U.S. Patents and Applications" means the United States patents and patent applications identified in the attached Exhibit "A," and every reissue, reexamination, extension, divisional, continuation and continuation-in-part thereof.
 - b. <u>Foreign Counterpart Patent Application</u>: The term "Foreign Counterpart Patent Application" means any application for a patent in a jurisdiction other than the United States, that claims priority under 35 U.S.C. Section 119, to any of the U.S. Patents and Applications.
 - c. <u>Foreign Counterpart Patent</u>: The term "Foreign Counterpart Patent" means any patent issued or issuing in a jurisdiction other than the United States from a Foreign Counterpart Patent Application.

2. Patent Assignment:

a. <u>Assignment of Patent Rights</u>: For good and valuable consideration delivered by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby assigns and transfers to Assignee, its successors and assigns, the entire and exclusive right, title and interest in all U.S.

Attachment 8 3.73 Statement page 8

Patents and Applications; all Foreign Counterpart Patents and all Foreign Counterpart Patent Applications (hereinafter collectively referred to as the "Patent Rights").

- b. Representations, Warranties and Covenants of Assignor: Assignor hereby represents and warrants that (i) the patents and patent applications identified in the attached Exhibit "A" are the only patent rights that Assignor owns or controls; (ii) Assignor is the lawful owner of and has good and marketable title to the Patent Rights free and clear of all liens and encumbrances; (iii) Assignor has full legal right, power and authority to sell, assign and transfer the Patent Rights; (iv) to the best of Assignor's knowledge, there are no outstanding licenses or unrecorded rights in third parties to use the Patent Rights, and no assignment has been made of the rights assigned hereunder; (v) that all applicable maintenance fees pertaining to the Patent Rights due on or before the Effective Date have been paid: (vi) Assignor has full power and authority to execute, deliver and perform this Assignment in accordance with its terms; and (vii) this Assignment is a valid and binding obligation of the Assignor, enforceable in accordance with its terms. Assignor hereby agrees not to execute any agreement in conflict with this Assignment and that, at the request of Assignee, Assignor will execute and deliver all papers and take such other action as may be necessary or desirable to protect and perfect title to the Patent Rights in Assignee, its successors and assigns.
- c. <u>Issuance of Patent</u>: Assignor, as inventor of the inventions in the Patent Rights that are hereunder assigned to the Assignee, hereby authorizes and requests the Commissioner of Patents, or other proper governmental authority, to issue to Assignee, it successors and assigns, all patents and other patent rights included within the Patent Rights.
- d. Prosecution and Maintenance of Patent Rights: Assignor hereby agrees that Assignor will communicate to Assignee any facts known to Assignor respecting the Patent Rights, whenever requested, and will testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid Assignee, it successors and assigns, to obtain and enforce proper patent protection under the Patent Rights in all countries.

3. Miscellaneous:

a. Attorneys' Fees: In the event that any litigation, arbitration, or other proceeding is commenced between the parties hereto or their personal representatives, successors or assigns concerning the enforcement or interpretation of any provision of this Assignment or the rights and duties of any party in relation thereto, the party or parties prevailing in such litigation, arbitration or other proceeding shall be entitled, in addition to such other relief as may be granted, to all attorneys' fees and costs incurred in such litigation, arbitration or other proceeding, and in any appeal or enforcement of any judgment rendered therein.

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b. <u>Successors and Assigns</u>: This Assignment shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

- c. <u>Venue</u>: Venue for suit on this Assignment shall be Santa Clara County,
 California, and all parties hereto agree and consent to venue being proper in such county.
- d. <u>Exhibits</u>: All Exhibits referred to are attached hereto and incorporated herein by this reference.
- e. <u>Governing Law</u>: This Assignment shall be construed and interpreted in accordance with the laws of the State of California.
- f. <u>Integrated Agreement; Modification</u>: This instrument, together with the Agreement, contains the entire agreement of the parties and cannot be amended or modified except by a written agreement, executed by each of the parties hereto.
- g. <u>Severability</u>: The unenforceability, invalidity, illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.
- h. Waiver: No consent or waiver, express or implied by either party to this Assignment of any breach or default by the other in the performance of any obligation hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party hereunder. Failure on the part any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such part hereunder.
- i. <u>Execution of Documents</u>: The parties hereto hereby agree to execute and deliver such further instruments, agreement contracts and documents, as may be reasonably required to effectuate the stated and intended purposes of this Assignment.
- j. <u>Counterparts</u>: This Assignment may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- k. <u>Neutral Construction</u>: The parties hereto agree that this Assignment will be interpreted neutrally, and that it should not be construed for or against any party deemed to be the drafter thereof.

IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment as of the date and year first above written.

Calibre, Inc., a California corporaiton

ZiLOG, Inc., a Delaware corporation

Attachment B page 11

	(3.73 Statement
STATE OF CALIFORNIA)	
COUNTY OF SANTA CLARA)	
appeared 7. 9012 - 17 personally kn satisfactory evidence) to be the person(s) whose instrument and acknowledged to me that he/sh	nown to me (or proved to me on the basis of se name(s) is/are subscribed to the within e/they executed the same in his/her/their eir signature(s) on the instrument the person(s), or
WITNESS my hand and official seal.	
Signature	(Seal) ERIC MOGENSEN & Contil, No. 1117188 & NOTARY PUBLIC - CALIFORNIA SANTA CLARA COUNTY ON Commission Expires November 18, 2000 & November 18,
STATE OF CALIFORNIA)) ss. COUNTY OF SANTA CLARA)	
On this 27" day of 500, Notary Public, State of 600, 800, 900, 900, 900, 900, 900, 900, 9	own to me (or proved to me on the basis of e name(s) is/are subscribed to the within e/they executed the same in his/her/their sir signature(s) on the instrument the person(s), or
WITNESS my hand and official seal.	ERIC MCGENSEN & CONTIL NO. 1117183 CONTIN NO. 1117183 CONTIL NO. 1117183 CONTIN NO. 11171
	Z I Washington

(Seal)

Signature

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EXHIBIT "A"

LISTING OF PATENT RIGHTS

Attachment B page 13 (3.73 Statement page 13

Docket #

Serial Number

	(a)	
CLB 1	- B69	09/113,036
CLB 1	- B69A	09/285,608
CLB 2	- B70	09/128,219
CLB 2P	- B70	PCT/US99/17639
CLB 3	- B71	09/131,824
CLB 3P	- B71	PCT/US99/18057
CLB 4	- B72	09/131,825
CLB 5	- B73	09/135,154 종이학
CLB 5P	- B73	PCT/US99/18703
CLB 6P	- B74	PCT/US99/19368
CLB 6	- B74	09/143,150 მეწ
CLB 7	- B93	09/212,203
CLB 8	- B94	09/175,923
CLB 9	- B95	09/207,694
CLB 23	- D33	09/567,667
CLB 24	- D34	09/567,665
CLB 7P	- D49	PCT/US00/04296
CLB 8P	- D50	PCT/US00/04295
CLB 9P	- D51	PCT/US00/04294
CLB 1P	- D65	PCT/US00/08,858
CLB 25	- D71	09/654,858
CLB 1B	- D76	09/560,224
CLB 4P	- D83	PCT/US99/18056

SEP 3 0 2005

Attachment C 3.73(b) Statement

PTO/SB/80 (09-04)

Approved for use through 11/30/2005. OMB 0651-0035
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereb	oy appoint:			
X P	ractitioners associated with the Customer Number:	47713		
OF	,			
P	ractitioner(s) named below (if more than ten patent pra	actitioners are to be name	ed, then a customer number mus	t be used):
Γ	Name ,		Registration Numb	per
		·		
<u> </u>			· · · · · · · · · · · · · · · · · · ·	
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as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).				
Assign	ee Name and Address:			,
	ZiLOG, Inc.			
	532 Race Street			
	San Jose, Californi	a 95126		
				٠.,
A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.				
SIGNATURE of Assignee of Record The individual whose signature and title is supplied below is authorized to act on behalf of the assignee				
Signatur	· Ulm/Myr		Date 11/9/	عد
Name	Perry J Grace		Telephone 40	8 658 8500
Title	Chief Financial Off	icer and Vic	e President of 1	Finance

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.